

**RECORDING REQUESTED BY
FIRST AMERICAN TITLE**

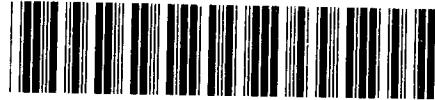


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11/18/2004 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 58.00

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**RECORDING REQUESTED BY:
United States
Department of the Army**



18 PGS

WHEN RECORDED, MAIL TO:

**Department of Toxic Substances Control
Sacramento Regional Office
8800 Cal Center Drive
Sacramento, California 95826-3268
Attn: Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities**

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(Space above this line is reserved for recorder's use.)

NLS 159883-001

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

**Subaru Lot
Former Oakland Army Base
Oakland, California**

This Covenant to Restrict Use of Property ("Covenant") is made by and between the United States Department of the Army, herein referred to as the "Covenantor," the current owner of property known as the Subaru Lot situated in Oakland, County of Alameda, State of California, described in Exhibit A, which is attached and incorporated here by this reference, herein referred to as the "Property" or "Subaru Lot", and the State of California, Department of Toxic Substances Control ("DTSC"). Pursuant to California Civil Code ("Civil Code") section 1471(a)(3), DTSC has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment. The Covenantor and DTSC, collectively referred to as the "Parties," hereby agree that in accordance with Civil Code section 1471, California Health and Safety Code sections 25222.1 and 25355.5, and California Code of Regulations, title 22, section 67391.1, that the use of the Property be restricted as set forth in this Covenant to protect human health, safety, and the environment and that this Covenant shall run with the land.

ARTICLE I STATEMENT OF FACTS

1.01 The Property, approximately 19 acres, is more particularly described and depicted in Exhibit A. Exhibit A contains a legal description and maps showing the boundary of the Property. The Property is part of the former Oakland Army Base, in the County of Alameda, State of California.

1.02 The Property is located adjacent to the portion of the Oakland Army Base transferred to the Oakland Base Reuse Authority ("OBRA") by a no-cost Economic Development Conveyance ("EDC Property"). The EDC Property is subject to the Remedial Action Plan Oakland Army Base Oakland, California, dated September 27, 2002 ("RAP") and accompanying Risk Management Plan Oakland Army Base Oakland, California, dated September 27, 2002 ("RMP"). The RAP describes contamination in various locations throughout the EDC Property that is known to be significant ("RAP sites"), and describes means by which such contamination will be remediated. The RMP identifies locations of known and yet unidentified contamination ("RMP locations"), determines presumptive style remedies for those locations and establishes risk management protocols site-wide.

1.03 The Property was used in the past for vehicle storage, operation of a small lumber mill with two rail spurs, as a vehicle servicing facility, and for stockpiling soil. In 1996, kerosene ("TPHk") contamination in the soil and groundwater resulting from the vehicle servicing facility activities was remediated under the oversight of the Regional Water Quality Control Board. Investigative site assessments performed under DTSC oversight in 2003 did not identify any contaminants of concern above risk based remediation goals; however, historical uses of the Property suggest that land use controls are nevertheless appropriate.

Based on the Amendment to Final Remedial Action Plan Oakland Army Base Oakland, California For Subaru Lot, Parcels 6 and 7 Heroic War Dead United States Army Reserve Center ("Subaru Lot RAP Amendment"), which determined that there are no RAP sites or RMP locations on the Subaru Lot, DTSC has concluded that the restrictions set forth in Article IV of this Covenant are necessary. DTSC has further concluded that the Property operated or occupied subject to the restrictions of this Covenant does not present an unacceptable threat to human safety or the environment.

ARTICLE II DEFINITIONS

2.01 **Covenantor.** "Covenantor" shall mean the Department of the Army, and its successors and assigns.

2.02 **DTSC.** "DTSC" means the State of California Department of Toxic Substances Control and includes its successor agencies, if any.

2.03 Occupant. “Occupant” shall mean owners and any person or entity entitled by leasehold, license, easement, servitude, agreement or other legal relationship to the right to enter and possess, occupy or improve any portion of the Property after Covenantor has conveyed the Property.

2.04 Owner. “Owner” means the Covenantor’s successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, “Environmental Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Environmental Restriction: (a) runs with the land pursuant to Health and Safety Code sections 25222.1 and/or 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by DTSC; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion of the Property.

3.02 Binding upon Owners and Lessees/Occupants. Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471 all successive owners of the Property and each person having any interest derived through any owner are expressly bound hereby for the benefit of DTSC.

3.03 Written Notification of the Presence of Hazardous Substances. Prior to the sale, lease, rent, or sublease of the Property, or any portion thereof, the owner, lessor, renter, or sublessor shall give the buyer, lessee, renter, or sublessee notice that hazardous substances are located on or beneath the Property, as required by Health and Safety Code section 25359.7.

3.04 Incorporation into Deeds, Leases, or Rental Agreements. The Environmental Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, or rental agreements entered into for any portion of the Property to which they are in effect and applicable.

3.05 Conveyance of Property. The Owner shall provide notice to DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances).

3.06 Access for DTSC. DTSC shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this

Covenant as deemed necessary by DTSC to protect the public health or safety or the environment.

3.07 Costs of Administering the Covenant to be Paid by Owner. The terms of this Covenant run with the land and will continue in perpetuity unless a variance is granted pursuant to section 6.01, or unless terminated pursuant to section 6.02. DTSC has incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for itself and for all subsequent owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the property owner agrees to pay DTSC's costs associated with the administration of this Covenant. In the event that property ownership changes between the time DTSC incurs administrative costs and the invoice for such costs is received, each owner of the property for the period covered by the invoice as well as the current owner is responsible for such costs.

ARTICLE IV ENVIRONMENTAL RESTRICTIONS

4.01 Environmental Restrictions.

(a) Sensitive land uses, including, but not limited to, residential housing, schools for persons under 18 years of age, day-care facilities for children, hospitals, and hospices are prohibited. Reuse of Site soil outside of the Site boundary for any purpose is permitted only with the written approval of DTSC.

(b) The construction of groundwater wells and extraction of groundwater from new and/or existing wells for any purpose are permitted only with the written approval of DTSC. Construction dewatering activities are permitted subject to all applicable local and State requirements, including those of the California Regional Water Quality Control Board, for disposing of the liquid from dewatering activities.

4.02 Implementation and Enforcement Plan. All current and successive property owners shall comply with the Implementation and Enforcement Plan which includes the following requirements:

(a) A written report shall be submitted to DTSC annually. The report submittal date shall be within thirty (30) days following the anniversary date of the initial property transfer. The report shall include: (1) inspection results, (2) a certification attesting to the compliance of the terms and conditions of the Covenant, and (3) a discussion on any dewatering activities and final disposition of the liquid, violations of the Covenant, and any action taken to ensure compliance with the Covenant.

(b) DTSC shall be provided with reasonable right of entry and access to the property for periodic inspections to ensure compliance with the Covenant.

ARTICLE V ENFORCEMENT

5.01 Enforcement. Failure of the Owner to comply with any of the Environmental Restrictions specifically applicable to it shall be grounds for DTSC to obtain injunctive relief prohibiting commencement or continuation of any activities restricted by this Covenant. Actual or threatened violation of this Covenant, including but not limited to commencement or completion of any activities that violate this Covenant, may be prohibited or restrained, or the interest intended for protection by this Covenant may be enforced, by injunctive relief or any other remedy as provided by law.

ARTICLE VI VARIANCE, TERMINATION AND TERM

6.01 Variance. Covenantor, or any other aggrieved person, may apply to DTSC for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233. DTSC may modify the Covenant in accordance with California Code of Regulation, title 22, section 67391.1.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to DTSC for a termination of the Environmental Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234. DTSC may terminate the Covenant in accordance with California Code of Regulation, title 22, section 67391.1.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by DTSC in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant, with Exhibit A, in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Notices. Whenever any person gives or serves any notice ("notice" as used herein includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2)

three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: Department of the Army
Commander, HQ 63D Regional Readiness Command
4235 Yorktown Avenue, Building 7
Los Alamitos, CA 90720-5002
Attention: Wayne J. Alves
Chief, Environmental Division

To DTSC: Department of Toxic Substances Control
Sacramento Regional Office
8800 Cal Center Drive
Sacramento, California 95826-3268
Attention: Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.04 Partial Invalidity. If any portion of this Environmental Restriction or other terms set forth herein are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.05 Exhibit. The exhibit referenced in this Covenant is deemed incorporated into this Covenant by reference.

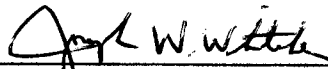
7.06 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.07 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

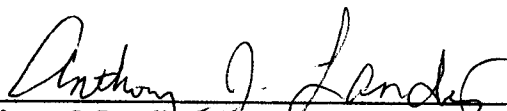
7.08 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

By:  Date: 31 Aug 2004
Joseph W. Whitaker
Deputy Assistant Secretary of the Army
Installations and Housing
Office of the Assistant Secretary of the Army for Installations and Environment

Department of Toxic Substances Control:

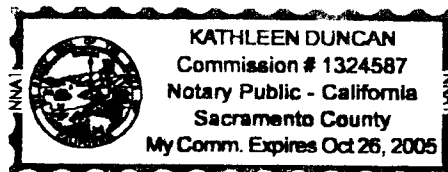
By:  Date: 8-9-04
Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

STATE OF California)

COUNTY OF Sacramento)

On this 9th day of August, in the year 2004, before me
Kathleen Duncan, a Notary Public in and for said State,
personally appeared Anthony J. Landis,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Signature Kathleen Duncan

STATE OF Virginia

)

)

COUNTY OF Prince William

)

On this 31st day of August, in the year 2004, before me
Gloria Johnson, a Notary Public in and for said State,

personally appeared JOSEPH W. WHITAKER,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the

person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that

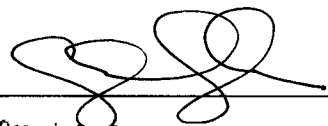
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~

signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~

acted, executed the instrument.

WITNESS my hand and official seal.

Signature


My Commission Expires October 31, 2008

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: KATHLEEN DUNCAN

COMMISSION NUMBER: 1324587

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: SACRAMENTO

MY COMMISSION EXPIRES: OCTOBER 26, 2005

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST
AMERICAN TITLE INSURANCE COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF WALNUT CREEK, STATE OF
CALIFORNIA**

DATE SIGNED: September 17, 2004

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: GLORIA JOHNSON

COMMISSION NUMBER: N/A

NOTARY PUBLIC STATE: VIRGINIA

COUNTY: PRINCE WILLIAM

MY COMMISSION EXPIRES: OCTOBER 31, 2008

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST
AMERICAN TITLE INSURANCE COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF WALNUT CREEK, STATE OF
CALIFORNIA**

DATE SIGNED: September 17, 2004

EXHIBIT A

**LEGAL DESCRIPTION
AND
MAP OF PROPERTY**

Schedule 1.1 (87)
Legal Description
Subaru Lot
Oakland Army Base

All that certain real property situated in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 2C

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument also being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 1/2" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence along the northwestern line of said Parcel 1, Tract 1 (6566 O.R. 301) South 79°57'58" West, 9.41 feet to the beginning of a non-tangent curve concave southwesterly, having a radius

of 599.96 feet and a central angle of $20^{\circ}37'16''$, from which beginning the radius point bears South $36^{\circ}18'10''$ West;

Thence along said curve to the right, an arc distance of 215.93 feet to a point on the generally northeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South $70^{\circ}14'01''$ East, 101.26 feet" in the description of said Parcel A (the Subaru Lot), and being the **POINT OF BEGINNING** of Parcel 15A as herein described;

Thence along the northeastern, eastern and southeastern lines of said Parcel A (the Subaru Lot) the following twelve courses:

- 1) South $70^{\circ}14'16''$ East, 42.04 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 2) South $71^{\circ}46'24''$ East, 32.44 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 3) South $74^{\circ}35'56''$ East, 103.17 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 4) South $71^{\circ}25'40''$ East, 87.02 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 354.97 feet and a central angle of $59^{\circ}49'02''$, from which beginning the radius point bears South $30^{\circ}09'08''$ West, said beginning of curve being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";
- 5) along said curve to the right, an arc distance of 370.59 feet to the beginning of a compound curve concave westerly, having a radius of 199.99 feet and a central angle of $25^{\circ}52'29''$, said point of compound curvature being marked by a nail and washer with tag stamped "LS 6379";
- 6) along said curve to the right, an arc distance of 90.32 feet to a point of tangency being marked by a nail and washer with tag stamped "LS 6379";
- 7) South $25^{\circ}50'39''$ West, 100.04 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";
- 8) South $30^{\circ}42'24''$ West, 148.96 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";
- 9) South $37^{\circ}08'59''$ West, 99.92 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";
- 10) South $40^{\circ}33'22''$ West, 49.03 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";
- 11) South $49^{\circ}48'18''$ West, 93.04 feet to an angle point in said line;

12) South 56°00'39" West, 30.42 feet to the a point on the generally northeastern line of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 08°46'22", from which beginning point the radius point bears South 46°46'37" West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002072863) the following eight courses:

1) along said curve to the left, an arc distance of 252.18 feet to a point from which the radius point bears South 38°00'16" West, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 7°24'24", from which the radius point bears South 39°39'54" West;

2) along said curve to the left, an arc distance of 212.91 feet to a point of tangency;

3) North 57°44'30" West, 113.40 feet to an angle point;

4) North 49°58'48" West, 124.70 feet to an angle point;

5) North 59°26'20" West, 696.99 feet to an angle point;

6) North 38°53'13" West, 28.48 feet to an angle point;

7) North 59°26'21" West, 95.01 feet to an angle point;

8) North 65°41'40" West, 26.04 feet to a point on the generally northwestern line of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", from which beginning point the radius point bears North 87°47'11" East;

Thence along the northwesterly, northerly and northeasterly lines of said Parcel A (the Subaru Lot) the following thirteen courses:

1) along said curve to the right, an arc distance of 10.45 feet to the beginning of a compound curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said point of compound curvature being marked by a 1 ½" brass disk and spike stamped "LS 6379";

2) along said curve to the right, an arc distance of 139.42 feet to a point of tangency being marked by a 1" iron pipe with plug and tack stamped "LS 6379";

3) North 67°39'24" East, 25.68 feet to the beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31";


4) along said curve to the right, an arc distance of 131.90 feet to a point of tangency being marked by a 1" iron pipe with plug stamped "LS 6379";

- 5) South 87°09'05" East, 415.50 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 6) North 80°41'00" East, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 7) South 70°15'39" East, 49.25 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 8) South 72°38'25" East, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 9) South 69°32'54" East, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 10) South 66°07'36" East, 44.94 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped "LS 6379";
- 11) South 63°28'21" East, 40.88 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 12) South 69°21'45" East, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 13) South 70°14'16" East, 59.22 feet to the **POINT OF BEGINNING**, containing 829,036 square feet (19.032 acres), more or less, measured in ground distances.

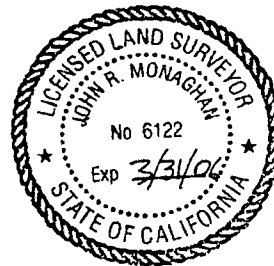
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

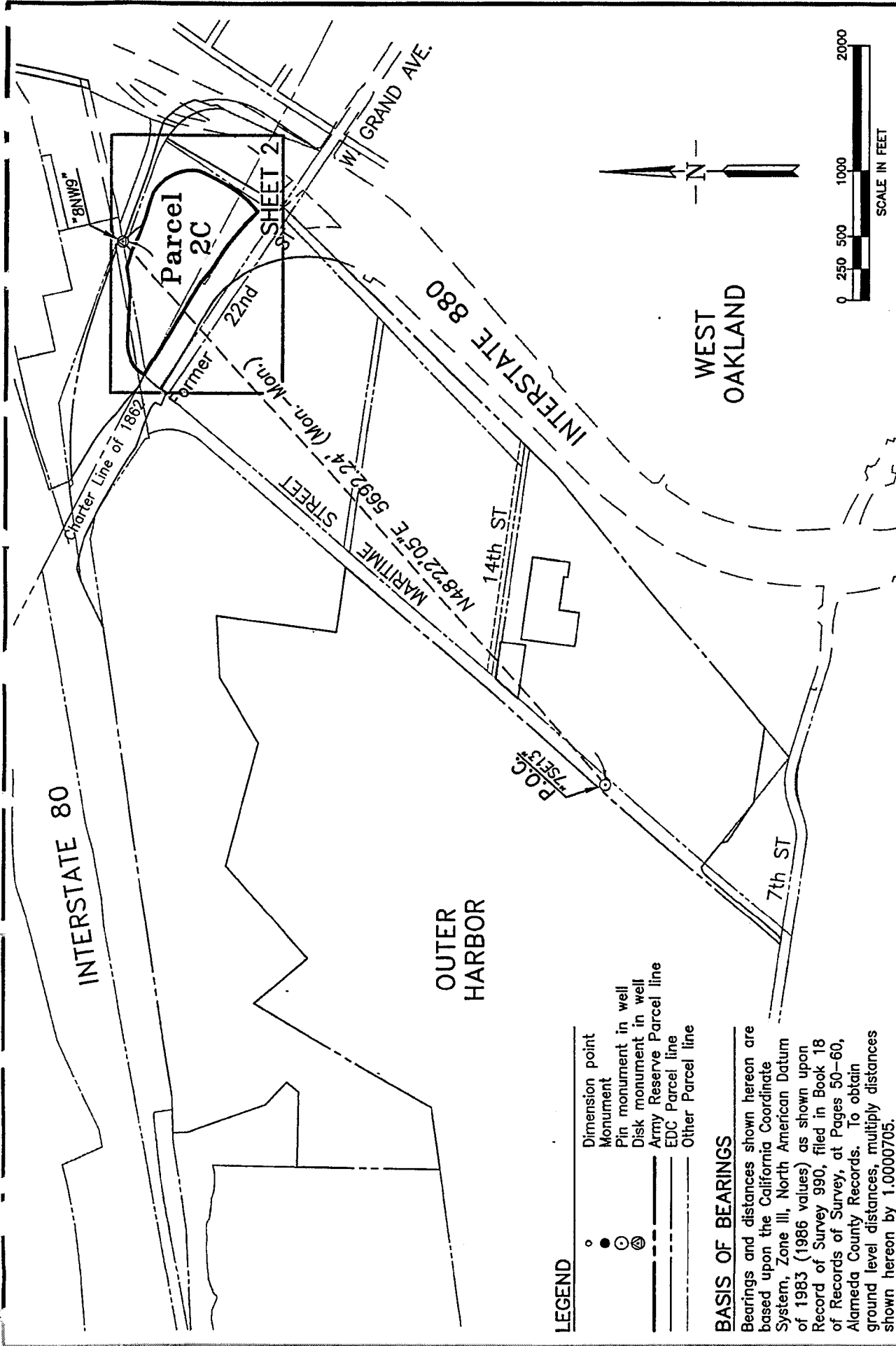
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in July 2003.


John R. Monaghan, LS 6122
License Expires: 03/31/06

7/15/03
Date





LEGEND

- Dimension point
- Monument
- ⊙ Pin monument in well
- ⊗ Disk monument in well
- Army Reserve Parcel line
- - - EDC Parcel line
- Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California



SCHEDULE 1.1 (87)
PLAT TO ACCOMPANY LEGAL DESCRIPTION
SUBARU LOT
OAKLAND ARMY BASE

| | |
|---------------------------|------------------|
| DRAWN BY: DAM | Field Bk: |
| CHECKED BY: JRM | Wrk. Ord: 104471 |
| SCALE: 1" = 1000' | Data File: |
| DATE: 7/15/2003 | Revision: |
| SHEET 1 OF 2 | Rev. date: |
| ATTACHMENTS: | |
| FILE LOC.: SUBARU.DWG (1) | |

| CURVE TABLE | | | |
|-------------|-----------|---------|---------|
| CURVE | DELTA | RADIUS | LENGTH |
| C1 | 20°37'16" | 599.96' | 215.93' |
| C2 | 25°52'29" | 199.99' | 90.32' |
| C3 | 29°55'43" | 20.00' | 10.45' |
| C4 | 39°56'30" | 199.99' | 139.42' |
| C5 | 25°11'31" | 299.98' | 131.90' |

E.B.M.U.D.
RE:3494 IM:953

S.F.L. & I. Co. ~ 4232 O.R. 252

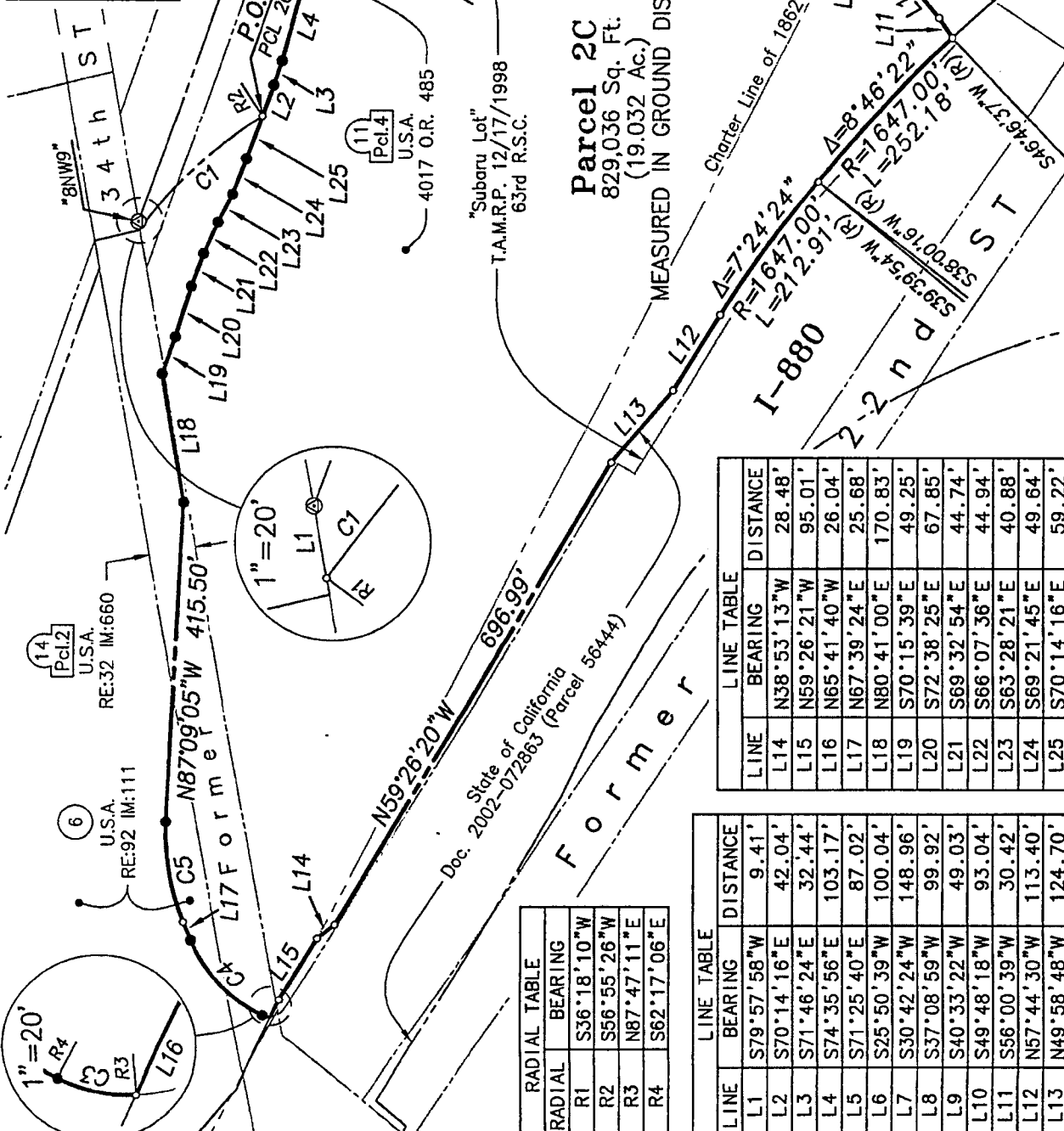
Parcel 2C
829,036 Sq. Ft.
(19,032 Ac.)

"Subaru Lot"
T.A.M.R.P. 12/17/1998
63rd R.S.C.

Southern Pacific Company
323 O.R. 185

U.S.A. 6566 O.R. 301

U.S.A. 4121 O.R. 191



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L14 | N38°53'13"W | 28.48' |
| L15 | N59°26'21"W | 95.01' |
| L16 | N65°41'40"W | 26.04' |
| L17 | N67°39'24"E | 25.68' |
| L18 | N80°41'00"E | 170.83' |
| L19 | S70°15'39"E | 49.25' |
| L20 | S72°38'25"E | 67.85' |
| L21 | S69°32'54"E | 44.74' |
| L22 | S66°07'36"E | 44.94' |
| L23 | S63°28'21"E | 40.88' |
| L24 | S69°21'45"E | 49.64' |
| L25 | S70°14'16"E | 59.22' |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S79°57'58"W | 9.41' |
| L2 | S70°14'16"E | 42.04' |
| L3 | S71°46'24"E | 32.44' |
| L4 | S74°35'56"E | 103.17' |
| L5 | S71°25'40"E | 87.02' |
| L6 | S25°50'39"W | 100.04' |
| L7 | S30°42'24"W | 148.96' |
| L8 | S37°08'59"W | 99.92' |
| L9 | S40°33'22"W | 49.03' |
| L10 | S49°48'18"W | 93.04' |
| L11 | S56°00'39"W | 30.42' |
| L12 | N57°44'30"W | 113.40' |
| L13 | N49°58'48"W | 124.70' |

| RADIAL TABLE | |
|--------------|-------------|
| RADIAL | BEARING |
| R1 | S36°18'10"W |
| R2 | S56°55'26"W |
| R3 | N87°47'11"E |
| R4 | S62°17'06"E |

PORT OF OAKLAND

LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

SCHEDULE 1.1 (87)
PLAT TO ACCOMPANY LEGAL DESCRIPTION
SUBARU LOT
OAKLAND ARMY BASE

| | |
|---------------------------|------------------|
| DRAWN BY: DAM | Field Bk: |
| CHECKED BY: JRM | Wrk. Ord: 104471 |
| SCALE: 1" = 200' | Data File: |
| DATE: 7/15/2003 | Revision: |
| SHEET 2 OF 2 | Rev. date: |
| ATTACHMENTS: | |
| FILE LOC.: SUBARU.DWG (2) | |